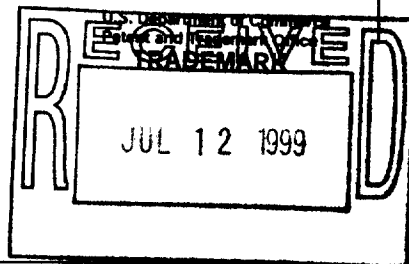


07-16-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



7.12.99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization/

07/15/1999 DNGUYEN 00000415 75220290

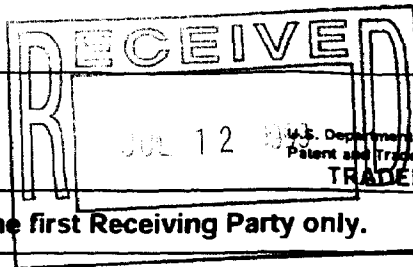
FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 50.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001927 FRAME: 0786



Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(314) 345-6450

Name

Ralph W. Kalish, Jr.

Address (line 1)

Blackwell Sanders Peper Martin

Address (line 2)

720 Olive Street - 24th Floor

Address (line 3)

Address (line 4)

St. Louis, MO 63101

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/220,290	75/286,275	

1,863,151		

Number of Properties

Enter the total number of properties involved.

#

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

90

Method of Payment:

Enclosed

Deposit Account

Deposit Account:

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Ralph W. Kalish, Jr.

Ralph W. Kalish, Jr.

7/9/99

Name of Person Signing

Signature

Date Signed

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Assignment") is made and entered into as of this 1ST day of November, 1998, by and between American Promotional Events of Alabama, Inc., a corporation organized and existing under the laws of the State of Alabama ("APE"), and B.J. Alan Company, a corporation organized and existing under the laws of the State of Ohio ("BJA").

PREAMBLE

A. Except as provided in B., BJA is the exclusive owner of certain word marks, exclusive of package design and trade dress, all as set forth in **Schedule A** hereto ("Word Marks"), in the United States, all of its territories and possessions and some of which are registered or pending registration for and in connection with fireworks ("Goods"); and

B. BJA is the exclusive owner of the Word Mark 2000 solely in conjunction with the uses as shown in combination with (i) the PHANTOM FIREWORKS and Design trademark in the form attached hereto as **Attachment 1 (two pages)**, (ii) the WOLF PACK Design trademark in the form attached hereto as **Attachment 2**, (iii) the NEW MILLENNIUM MADNESS Design trademark in the form attached hereto as **Attachment 3** and (iv) the PARTY 2000 POPPERS Design trademark in the form attached hereto as **Attachment 4** in conjunction with firework products or the promotion thereof, as appropriate, in the United States.

C. APE is desirous of acquiring said the Word Marks and BJA is desirous of assigning the same.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged the parties agree as follows:

1. a. Except as provided under subparagraph 1.b., BJA hereby sells, assigns and transfers, absolutely and free from any and all encumbrances, liens and security interests, to APE, its successors and assigns forever, and APE assumes all of BJA's right, title, and interest in and to (1) the Word Marks and (2) any and all past and present statutory and common law rights and powers, the entire business and goodwill, and all rights of suit and action, both prior to, upon, and subsequent to the effective date of this Assignment, relating in any way to the aforesaid rights, title and interest in the Word Marks, and to retain any damages and other awards obtained as a result of any such action, unless otherwise agreed to by the parties.

b. BJA hereby sells, assigns and transfers its, absolutely and free from any and all encumbrances, liens and security interests, to APE, its successors and assigns forever, and APE assumes all of BJA's right, title, and interest in and to (1) the Word Mark 2000 solely in conjunction with the uses as shown in **Attachments 1 (two pages), 2, 3 and 4** and (2) any and all past and present statutory and common law rights and powers, the entire business and goodwill, and all rights of suit and action, both prior to, upon, and subsequent to the effective date of this Assignment, relating in any way to the aforesaid rights, title and interest in the Word Marks, and to retain any damages and other awards obtained as a result of any such action, unless otherwise agreed to by the parties.

2. BJA hereby represents and warrants that it is a corporation duly incorporated and validly existing and in good standing under the laws of the State of Ohio with full power and authority to enter into this Assignment and to perform its obligations hereunder.

3. BJA has taken all necessary corporate action for the execution, delivery and performance of this Assignment. This Assignment has been duly executed and constitutes a legal, valid and binding obligation of BJA enforceable according to its terms and does not violate any agreement, instrument or obligation to which BJA is a party or is directly or indirectly bound.

4. Certain of the Word Marks are registered or applied for registration in BJA's sole name for the U.S. under the registration/application numbers and dates, set forth on **Schedule A**, and such applications are pending and such registrations are in full force and effect.

5. BJA is not a party to any pending suit, dispute or claim and has received no notice of any threatened suit, dispute or claim by any third party, regarding the registration, application or use of the Word Marks, nor is BJA aware of (i) any trademark, tradename, or other intellectual property right of any third party that would be an infringement of the Word Marks or would be infringed by APE's use of the Word Marks, or (ii) any third party's claim of ownership of any right, title or interest in and to, or license to use, the Word Marks, including but not limited to security interests, liens or other encumbrances.

6. BJA shall indemnify and hold APE harmless from and against all claims, damages, liabilities and costs including reasonable attorneys' fees arising out of in connection with (i) any breach of any representation or warranty made by BJA herein or (ii) any and all past use by BJA or its licensees or affiliates of the Word Marks.

7. This Assignment and the rights obtained herein shall inure to the benefit of APE and its respective successors and assigns as fully and entirely as the same would have been held by BJA had such sale, assignment, and transfer not been made.

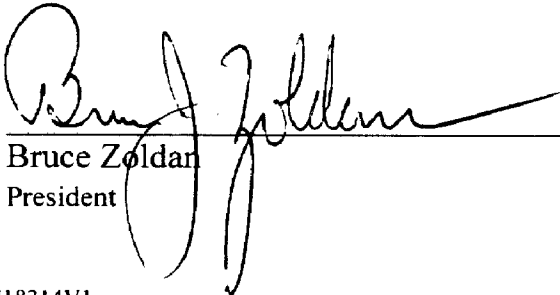
8. Further, in the event BJA's aforesaid applications and/or registrations are not assignable for any reason, BJA will undertake, at its own expense, to withdraw its application and/or cancel its registration with respect thereto in coordination with APE, including but not limited to, filing a new application to register the Word Marks for the Goods in its name.

9. In the event that a court or the U.S. Patent and Trademark Office should find that the designations 2000 or MILLENNIUM, or MILLENNIUM 2000 are not trademarks of APE or do not function as an indicator of source when used for fireworks, APE shall assign to BJA (i) the Word Mark 2000 solely in conjunction with the uses as shown in **Attachments 1 (two pages), 2, 3 and 4**, (ii) NEW MILLENNIUM MADNESS and (iii) PARTY 2000 POPPERS in conjunction with firework products or the promotion thereof, as appropriate, in the United States.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be executed as of the date first written above.


ASSIGNOR:

B.J. ALAN COMPANY

By: 
Name: Bruce Zoldan
Title: President

ASSIGNEE

AMERICAN PROMOTIONAL EVENTS
OF ALABAMA, INC.

By: 
Name: Terry C. Anderson
Title: President

STLD01-718314V1

SCHEDULE A

MARK	GOODS	REGISTRATION NO.	SERIAL NO.
2000 pursuant to subparagraph 1b)	Fireworks	N/A	N/A
NEW MILLENNIUM MADNESS	Fireworks	N/A	75-220,290
PARTY 2000 POPPERS	Fireworks	N/A	75-286,275
MAJESTIC GEYSER	Fireworks	1,863,151	74-382,284
LAZER FLASH	Fireworks	N/A	N/A
CRACKLIN' LAZER FLASH	Fireworks	N/A	N/A
LAZER GUN	Fireworks	N/A	N/A
BAZOOKA LAZER GUN	Fireworks	N/A	N/A

STLD01-718314V1